

**COOPERATION AGREEMENT  
FOR PREPARATION OF  
THE NORTHEAST SIDE AREA PLAN FOR  
MILWAUKEE, WI**

This Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006, is entered into by and between the City of Milwaukee ("City"), a municipal corporation, and the Redevelopment Authority of the City of Milwaukee ("RACM"), a public body corporate and politic created and existing under the laws of the State of Wisconsin, and the Riverworks Economic Development Corporation ("Riverworks").

**WITNESSETH:**

WHEREAS, the parties have determined that an Area Plan is needed to guide the further development of the Northeast Side of the City of Milwaukee; and

WHEREAS, the parties have determined the scope of work to be completed, methods to be used, products to result, and likely costs associated with the Area Plan; and

WHEREAS, the City, by Common Council Resolution File No. 041371, adopted February 22, 2005, has authorized the proper City officers to execute this Agreement on the City's behalf and provided funds for the City's portion of the cost; and

WHEREAS, RACM, by Resolution No. \_\_\_\_\_, adopted January 19, 2006, has approved this Agreement and authorized the proper RACM officers to execute this Agreement on RACM's behalf.

NOW, THEREFORE, the parties for good and sufficient consideration as herein expressed, agree as follows:

**ARTICLE I  
CITY ACTIVITIES**

- A. The City, through the Commissioner of City Development ("Commissioner") or his designee, shall assist RACM in the performance of its responsibilities under this Agreement. The Commissioner or his designee shall complete the reviews and approvals described in Article II.B. promptly so as not to delay the progress of these activities.

- B. The City shall provide a portion of the cost of the Area Plan preparation described in Article II of this Agreement, in an amount of \$75,000 with variances not to exceed 10%. The City's funds shall be advanced to RACM for its costs that will be incurred, upon receipt by the City of an executed copy of this Agreement.

**ARTICLE II  
RACM ACTIVITIES**

- A. RACM, through its Executive Director, shall manage the preparation of the Area Plan including the following tasks:
  - 1. Convene a contract management team composed of RACM staff and City staff designated by the Commissioner and representatives of the other parties to this Agreement to provide technical assistance in the tasks that follow.
  - 2. Solicit and retain consultants qualified to complete preparation of the Area Plan based on the consultants' responses to the "Request for Proposals", which is attached as Exhibit 1.

As used herein, the term *consultants* refer both to an individual consulting firm and/or to a team composed of several firms.

- B. RACM, through its Executive Director or his designee, shall maintain close communication with the Commissioner and the representatives designated by the other parties and shall obtain their review and approval of the consultants to be retained, the consultants' contract, and the final documentation of the area plan ("deliverables"). RACM shall not cease or suspend work on the activities under this Agreement without first receiving the approval of the other parties to this Agreement.

**ARTICLE III  
RIVERWORKS ECONOMIC DEVELOPMENT CORPORATION ACTIVITIES**

- A. Riverworks agrees to assist in the preparation of the Area Plan by:
  - 1. Maintaining, through its Executive Director or his designee, a close liaison with RACM;

2. Providing such data, maps, and relevant studies as exist in its files and are needed by RACM for the preparation of the Area Plan;
  3. Promptly completing the review and approval of reports so as not to delay work in progress; and
  4. Participating with the other parties in the public involvement activities associated with the Area Plan preparation, in particular, with outreach to residents and interested businesses, organizations and institutions.
- B. Riverworks shall be the collector and holder of community partner pledged funds. Funds shall be held in a separate trust account set up specifically for the Northeast Side Area Plan. Within ten (10) days of receipt of any community partner check, Riverworks shall send RACM a copy of the check and receipt issued. Monthly bank statements shall also be sent to RACM for the duration of the time the account is open.

Upon written request from the Commissioner, Riverworks will send the total community funds, not to exceed \$75,000 to RACM as the community match of the cost of the Area Plan preparation described in Article II of this Agreement. Riverworks will maintain an open account for the purpose of additional funds to be raised, if necessary, for at least twelve (12) months after opening of the account. Upon closing of the account, Riverworks will send a final bank statement showing the balance to be \$0.

#### **ARTICLE IV TIME OF PERFORMANCE**

The parties shall attempt to complete the activities described herein on or before December 31, 2007. The time of performance under this Agreement may be extended by mutual consent of the parties hereto.

#### **ARTICLE V RECORD KEEPING AND RECORD ACCESS**

- A. Complete and accurate financial books and records accounting for the use and expenditure of City resources and community partner pledges are to be kept. Such books and records shall be maintained in accordance with generally accepted accounting principles (GAAP) and shall be sufficient to facilitate an audit or examination by an independent certified public accountant.
- B. The City Comptroller or any duly authorized representatives and agents of the City shall have the right to examine, inspect, transcribe and audit at any time during

normal business hours, and upon reasonable notice, all books, records, maps, plans, financial statements, and all other documents related to compliance with this Agreement, whether in paper, electronic or other form. It is the responsibility of RACM to produce the materials requested.

**ARTICLE VI  
NOTICES**

Any written notices regarding this Agreement shall be sent to:

A. For RACM:

Mr. Joel Brennan  
Assistant Director  
Redevelopment Authority of the City of Milwaukee  
809 North Broadway, P.O. Box 324  
Milwaukee, WI 53201

B. For the City:

Mr. Rocky Marcoux  
Commissioner  
Department of City Development  
809 North Broadway, P.O. Box 324  
Milwaukee, WI 53201

C. For Riverworks:

Mr. Darryl Johnson  
Executive Director  
Riverworks Economic Development Corporation  
303 E. Vienna Avenue  
Milwaukee, WI 53212

**ARTICLE VII  
EXHIBIT**

The following exhibit is incorporated herein and made a part hereof:

Exhibit 1: Request for Proposals – Northeast Side Area Plan

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**IN THE PRESENCE OF:**

**CITY OF MILWAUKEE**

\_\_\_\_\_

By \_\_\_\_\_  
Tom Barrett, Mayor

\_\_\_\_\_

By \_\_\_\_\_  
Ronald D. Leonhardt, City Clerk

**COUNTERSIGNED:**

By \_\_\_\_\_  
W. Martin Morics, Comptroller

**IN THE PRESENCE OF:**

**REDEVELOPMENT AUTHORITY  
OF THE CITY OF MILWAUKEE**

\_\_\_\_\_

By \_\_\_\_\_  
Kenneth L. Johnson, Chair

\_\_\_\_\_

By \_\_\_\_\_  
Rocky Marcoux, Executive Director

**IN THE PRESENCE OF:**

**RIVERWORKS ECONOMIC  
DEVELOPMENT CORPORATION**

\_\_\_\_\_

By \_\_\_\_\_  
Darryl Johnson, Executive Director

Approved as to Form and Content  
Dated \_\_\_\_\_

Approved as to Form and Execution  
Dated \_\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Assistant City Attorney